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Attorneys for Rick Olazaba

HYDE & SWIGART  
 San Diego, California

**UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA**

Rick Olazaba

Plaintiff,

v.

Midland Funding, LLC and Law  
 Offices of Brachfeld and Associates,  
 PC; "Mr. Rodriguez ", and Micheal  
 Abdenor.

Defendants.

Case Number: \_\_\_\_\_

**'10CV 2155 BEN POR**  
 Complaint For Damages

**Jury Trial Demanded**

**ORIGINAL**

**INTRODUCTION**

1. Rick Olazaba, (Plaintiff), through Plaintiff's attorneys, brings this action to challenge the actions of Midland Funding, LLC (Midland), the Law Offices of Brachfeld and Associates, PC, (Brachfeld), "Mr. Rodriguez " and Micheal Abdenor, as agents and employees of Defendant Brachfeld, with regard to attempts by Defendants to unlawfully and abusively collect a debt allegedly owed by Plaintiff, and this conduct caused Plaintiff damages.
2. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which Plaintiff alleges on personal knowledge.
3. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.
4. Unless otherwise stated, all the conduct engaged in by Midland Funding, LLC and Law Offices of Brachfeld and Associates, PC took place in California.
5. Any violations by Defendants were knowing, willful, and intentional, and Defendants did not maintain procedures reasonably adapted to avoid any such violation.

**JURISDICTION AND VENUE**

6. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331, 15 U.S.C. § 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.
7. This action arises out of Defendants' violations of the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair Debt Collection Practices Act, California Civil Code §§ 1788-1788.32 ("Rosenthal Act").
8. Because Defendants do business within the State of California, personal jurisdiction is established.
9. Venue is proper pursuant to 28 U.S.C. § 1391.

1 10. At all times relevant, Defendants conducted business within the State of  
2 California.

3 **PARTIES**

4 11. Plaintiff is a natural person who resides in the County of Madera, State of  
5 California.

6 12. Defendants are located in the City of San Diego, in the State of California.

7 13. Plaintiff is obligated or allegedly obligated to pay a debt, and is a "consumer"  
8 as that term is defined by 15 U.S.C. § 1692a(3).

9 14. Defendants are persons who use an instrumentality of interstate commerce or  
10 the mails in a business the principal purpose of which is the collection of  
11 debts, or who regularly collect or attempt to collect, directly or indirectly,  
12 debts owed or due or asserted to be owed or due another and are therefore  
13 debt collectors as that phrase is defined by 15 U.S.C. § 1692a(6).

14 15. Plaintiff is a natural person from whom a debt collector sought to collect a  
15 consumer debt which was due and owing or alleged to be due and owing from  
16 Plaintiff, and is a "debtor" as that term is defined by California Civil Code §  
17 1788.2(h).

18 16. Defendants, in the ordinary course of business, regularly, on behalf of  
19 themselves, or others, engage in debt collection as that term is defined by  
20 California Civil Code § 1788.2(b), are therefore debt collectors as that term is  
21 defined by California Civil Code § 1788.2(c).

22 17. This case involves money, property or their equivalent, due or owing or  
23 alleged to be due or owing from a natural person by reason of a consumer  
24 credit transaction. As such, this action arises out of a consumer debt and  
25 "consumer credit" as those terms are defined by Cal. Civ. Code § 1788.2(f).

26 **FACTUAL ALLEGATIONS**

27 18. Sometime before May 12, 2009, Plaintiff is alleged to have incurred certain  
28 consumer related financial obligations with HSBC.

- 1 19. These financial obligations were primarily for personal, family or household  
2 purposes and are therefore a “debt” as that term is defined by 15 U.S.C.  
3 §1692a(5).
- 4 20. These alleged obligations were money, property, or their equivalent, which is  
5 due or owing, or alleged to be due or owing, from a natural person to another  
6 person and are therefore a “debt” as that term is defined by California Civil  
7 Code §1788.2(d), and a “consumer debt” as that term is defined by California  
8 Civil Code §1788.2(f).
- 9 21. Sometime thereafter, but before May 12, 2009, Plaintiff allegedly fell behind  
10 in the payments allegedly owed on the alleged debt. Plaintiff currently takes  
11 no position as to the validity of this alleged debt.
- 12 22. Subsequently, but before May 12, 2009, the alleged debt was assigned,  
13 placed, or otherwise transferred, to Defendant Midland for collection.
- 14 23. Subsequently, but before May 12, 2009, Defendant Midland retained  
15 Defendant Brachfeld as their legal counsel for the purpose of having  
16 Defendant Brachfeld attempt to collect on this alleged debt.
- 17 24. On or about May 12, 2009, Defendant Brachfeld, as counsel for Defendant  
18 Midland, filed a civil complaint in the Superior Court of California for the  
19 County of Madera against Mr. Olazaba claiming a debt was owed based on an  
20 alleged consumer debt arising from a consumer credit transaction and contract  
21 with “HSBC.”
- 22 25. Subsequently, this civil complaint was communicated directly to Plaintiff.
- 23 26. This communication to Plaintiff was a “communication” as that term is  
24 defined by 15 U.S.C. § 1692a(2), and an “initial communication” consistent  
25 with 15 U.S.C. § 1692g(a).
- 26 27. This communication was a “debt collection” as Cal. Civ. Code 1788.2(b)  
27 defines that phrase, and an “initial communication” consistent with Cal. Civ.  
28 Code § 1812.700(b).

- 1 28. The case number of the above May 12, 2009 Complaint was MCV047346.
- 2 29. In this complaint, Defendants Midland and Brachfeld claimed to have a right
- 3 to payment of the above alleged debt as an assignee of "HSBC."
- 4 30. Through this conduct, Defendants Midland and Brachfeld used a false,
- 5 deceptive, or misleading representation or means in connection with the
- 6 collection of a debt. Consequently, Defendant violated 15 U.S.C. § 1692e and
- 7 15 U.S.C. § 1692e(10), as well as California's Rosenthal Act as Cal. Civ.
- 8 Code § 1788.17 incorporates the FDCPA.
- 9 31. In this complaint, Defendants Midland and Brachfeld claimed to be suing
- 10 within the statute of limitations for its causes of action.
- 11 32. Through this conduct, Defendants Midland and Brachfeld used a false,
- 12 deceptive, or misleading representation or means in connection with the
- 13 collection of a debt. Consequently, Defendant violated 15 U.S.C. § 1692e and
- 14 15 U.S.C. § 1692e(10), as well as California's Rosenthal Act as Cal. Civ.
- 15 Code § 1788.17 incorporates the FDCPA.
- 16 33. During discovery in the state matter, Defendants Midland and Brachfeld
- 17 produced a copy of the contract at issue, which listed "Beneficial California,
- 18 Inc." as the creditor and owner of the alleged debt, but not "HSBC."
- 19 34. This contract also established that Defendants Midland and Brachfeld had
- 20 sued Plaintiff outside of the applicable statute of limitations.
- 21 35. Plaintiff then counter-claimed against Defendants pursuant to the FDCPA and
- 22 California's Rosenthal Act.
- 23 36. On May 20, 2010, attorney Jim Trevino, an agent of Midland and Brachfeld,
- 24 agreed with Mr. Olazaba to liquidate the claims of Midland if Mr. Olazaba
- 25 agreed to mutually dismiss his counter-claims.
- 26 37. Subsequently, all parties in the state case reached a settlement and all claims,
- 27 on both sides, were dismissed *with prejudice*.
- 28

- 1 38. On or about June 17, 2010, an agent or employee of Midland and Brachfeld  
2 identifying himself as Micheal Abdenor, called Mr. Olazaba and asked Mr.  
3 Olazaba to call Brachfeld's office at the telephone number of 866-834-3940,  
4 extension 6135.
- 5 39. This communication to was a "communication" as that term is defined by 15  
6 U.S.C. § 1692a(2), and a "debt collection" as Cal. Civ. Code 1788.2(b)  
7 defines that phrase.
- 8 40. Without the prior consent of the consumer given directly to the Defendants or  
9 the express permission of a court of competent jurisdiction, Defendant  
10 Midland, Brachfeld and Abdenor communicated with the consumer in  
11 connection with the collection of a debt when Defendant Midland, Brachfeld  
12 and Abdenor knew the consumer was represented by an attorney with respect  
13 to such debt and had knowledge of, or could have readily ascertained such  
14 attorney's name and address. Consequently, Defendant Midland, Brachfeld  
15 and Abdenor violated 15 U.S.C. § 1692c(a)(2), as well as California's  
16 Rosenthal Act as Cal. Civ. Code § 1788.17 incorporates the FDCPA.
- 17 41. That same day, Mr. Olazaba called Defendant Abdenor, who told Mr. Olazaba  
18 that he needed to make arrangements to pay Midland for the above alleged  
19 debt.
- 20 42. Through this conduct, Defendant Brachfeld and Defendant Abdenor used a  
21 false, deceptive, or misleading representation or means in connection with the  
22 collection of a debt. Consequently, Defendant Brachfeld and Defendant  
23 Abdenor violated 15 U.S.C. § 1692e and 15 U.S.C. § 1692e(10), as well as  
24 California's Rosenthal Act as Cal. Civ. Code § 1788.17 incorporates the  
25 FDCPA.
- 26 43. Defendant Midland is vicariously liable for the acts of its counsel, Defendant  
27 Brachfeld, and consequently, Defendant Midland also violated 15 U.S.C. §  
28

1 1692e and 15 U.S.C. § 1692e(10), as well as California's Rosenthal Act as  
2 Cal. Civ. Code § 1788.17 incorporates the FDCPA.

3 44. During this call, Mr. Olazaba explained to Mr. Abdenor that Midland had  
4 already dismissed case MCV047346.

5 45. Ignoring this, Mr. Abdenor told Mr. Olazaba that if Mr. Olazaba did not make  
6 immediate arrangements to pay Midland, that Mr. Abdenor would make sure  
7 that Midland sued Mr. Olazaba again.

8 46. Through this conduct, Defendant Brachfeld and Defendant Abdenor  
9 threatened to take action that cannot legally be taken or that is not intended to  
10 be taken. Consequently, Defendant Brachfeld and Defendant Abdenor  
11 violated 15 U.S.C. § 1692e(5), as well as California's Rosenthal Act as Cal.  
12 Civ. Code § 1788.17 incorporates the FDCPA.

13 47. Again, Defendant Midland is vicariously liable for the acts of its counsel,  
14 Defendant Brachfeld, and consequently, Defendant Midland also violated 15  
15 U.S.C. § 1692e(5), as well as California's Rosenthal Act as Cal. Civ. Code §  
16 1788.17 incorporates the FDCPA.

17 48. Mr. Olazaba then told Mr. Abdenor that California attorney Clinton Rooney  
18 was representing him with this matter. Mr. Abdenor demanded Clinton  
19 Rooney's contact information, and Mr. Olazaba gave it to him.

20 49. Mr. Olazaba then told Mr. Abdenor that since case MCV047346 had been  
21 dismissed, that he considered the issue to be resolved.

22 50. In response, Mr. Abdenor insisted that this was not the case, stating "No way!  
23 Do you think a bank is just going to let you walk away without paying?"

24 51. Mr. Olazaba then told Mr. Abdenor that he needed to speak to his attorney.

25 52. In response, Mr. Abdenor told Mr. Olazaba that he would only give Mr.  
26 Olzaba "one more chance," and that if he did not make payment arrangements  
27 Midland would sue him again.  
28



1 53. Through this conduct, Defendant Brachfeld and Defendant Abdenor  
2 threatened to take action that cannot legally be taken or that is not intended to  
3 be taken. Consequently, Defendant Brachfeld and Defendant Abdenor  
4 violated 15 U.S.C. § 1692e(5), as well as California's Rosenthal Act as Cal.  
5 Civ. Code § 1788.17 incorporates the FDCPA.

6 54. Again, Defendant Midland is vicariously liable for the acts of its counsel,  
7 Defendant Brachfeld, and consequently, Defendant Midland also violated 15  
8 U.S.C. § 1692e(5), as well as California's Rosenthal Act as Cal. Civ. Code §  
9 1788.17 incorporates the FDCPA.

10 55. Mr. Olazaba told Mr. Abdenor that he would call Mr. Abdenor back after  
11 consulting with Mr. Rooney.

12 56. Mr. Olazaba then reviewed his file from case MCV047346 and noted that, per  
13 the Court's May 20, 2010 order, Midland's Complaint in case MCV047346  
14 was dismissed with prejudice.

15 57. Mr. Olazaba then called Mr. Abdenor, to clarify that case MCV047346 was  
16 dismissed with prejudice, and therefore Midland could not sue Mr. Olazaba  
17 again regarding the debt alleged in case MCV047346.

18 58. Mr. Abdenor then transferred Mr. Olazaba's call to an employee or agent of  
19 Brachfeld who identified himself as Mr. Rodriguez.

20 59. Mr. Olazaba explained to Mr. Rodriguez that case MCV047346 was  
21 dismissed with prejudice, and therefore Midland could not sue Mr. Olazaba  
22 again regarding the debt alleged in case MCV047346.

23 60. Mr. Rodriguez immediately became aggressive, telling Mr. Olazaba that case  
24 MCV047346 was dismissed because Midland lacked documentary evidence,  
25 but that Midland now had documents to support its claims.

26 61. Mr. Rodriguez told Mr. Olazaba that the dismissal of case MCV047346 meant  
27 nothing, and that the dismissal gave Mr. Olazaba "no excuse to think that it's  
28 over."



- 1 62. Mr. Rodriguez told Mr. Olazaba that he was "un-American" because he had  
2 not paid Midland.
- 3 63. Mr. Rodriguez then demanded to know "Do you or do you not owe this  
4 money? Do you think you can just walk away from this and not pay  
5 anything?"
- 6 64. Mr. Rodriguez then told Mr. Olazaba not to call Mr. Rodriguez anymore or  
7 waste his time, and then asked Mr. Olazaba what he was thinking by "trying  
8 to weasel your way out of this."
- 9 65. Mr. Olazaba told Mr. Rodriguez that he could not answer Mr. Rodriguez's  
10 questions until he spoke to his attorney.
- 11 66. Mr. Rodriguez replied that "this country is the way it is because of people like  
12 you, People who do not pay their bills."
- 13 67. At this point, Mr. Olazaba could hear laughter from other people behind Mr.  
14 Rodriguez, apparently listening to his conversation.
- 15 68. Mr. Rodriguez said that if Mr. Olazaba did not pay, he would make sure  
16 Midland sued Mr. Olazaba again.
- 17 69. Mr. Rodriguez said that Mr. Olazaba had better talk to his attorney, because he  
18 was "in big trouble."
- 19 70. Mr. Rodriguez then raised his voice even further, and yelled at Mr. Olazaba  
20 "Are you going to pay the money?"
- 21 71. Mr. Rodriguez then said "OK, if that's how you want it, we are going to sue  
22 you."
- 23 72. Mr. Rodriguez then hung up on Mr. Olazaba.
- 24 73. Through this conduct, Defendant Brachfeld and Defendant Rodriguez  
25 engaged in conduct the natural consequence of which was to harass, oppress,  
26 or abuse a person in connection with the collection of a debt. Consequently,  
27 Defendant violated 15 U.S.C. § 1692d, as well as California's Rosenthal Act  
28 as Cal. Civ. Code § 1788.17 incorporates the FDCPA.

74. Without the prior consent of the consumer given directly to the Defendants or the express permission of a court of competent jurisdiction, Defendants communicated with the consumer in connection with the collection of a debt when Defendants knew the consumer was represented by an attorney with respect to such debt and had knowledge of, or could have readily ascertained such attorney's name and address. Consequently, Defendant violated 15 U.S.C. § 1692c(a)(2), as well as California's Rosenthal Act as Cal. Civ. Code § 1788.17 incorporates the FDCPA.

75. Through this conduct, Defendant Brachfeld and Defendant Abdenor threatened to take action that cannot legally be taken or that is not intended to be taken. Consequently, Defendant Brachfeld and Defendant Abdenor violated 15 U.S.C. § 1692e(5), as well as California's Rosenthal Act as Cal. Civ. Code § 1788.17 incorporates the FDCPA.

76. Again, Defendant Midland is vicariously liable for the acts of its counsel, Defendant Brachfeld, and consequently, Defendant Midland also violated 15 U.S.C. § 1692e(5), as well as California's Rosenthal Act as Cal. Civ. Code § 1788.17 incorporates the FDCPA.

## CAUSES OF ACTION

### COUNT I

#### FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)

#### 15 U.S.C. §§ 1692 ET SEQ.

77. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

78. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA, including but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.

79. As a result of each and every violation of the FDCPA, Plaintiff is entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in

an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from each and every defendant, jointly and severally.

## COUNT II

### ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT (ROSENTHAL ACT)

#### CAL. CIV. CODE §§ 1788-1788.32

80. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

81. The foregoing acts and omissions constitute numerous and multiple violations of the Rosenthal Act, including but not limited to each and every one of the above-cited provisions of the Rosenthal Act, Cal. Civ. Code §§ 1788-1788.32

82. As a result of each and every violation of the Rosenthal Act, Plaintiff is entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory damages for a knowing or willful violation in the amount up to \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from each and every defendant, jointly and severally.

#### PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against each and every defendant, jointly and severally, and Plaintiff be awarded damages from each and every defendant, jointly and severally, as follows:

- An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3);
- An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b);

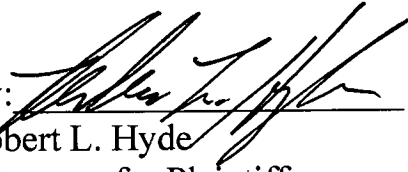
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c).

83. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Respectfully submitted,

**Hyde & Swigart**

Date: October 11, 2010

By:   
Robert L. Hyde  
Attorneys for Plaintiff

**HYDE & SWIGART**  
San Diego, California

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

FILED

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

Rick Olazaba

(b) County of Residence of First Listed Plaintiff San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Hyde & Swigart  
411 Camino Del Rio South Suite 301, San Diego, CA 92108

## DEFENDANTS

Midland Funding, LLC and Law Offices of Brachfeld and Associates, PC; "Mr. Rodriguez" and ~~Mr. Rodriguez~~

County of Residence of First Listed Defendant San Diego  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

**10CV 2155 BEN POR**

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
|   | PTF                        | DEF                        |   | PTF                        | DEF                        |
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
15 U.S.C. § 1692 et seq

Brief description of cause:  
FDCPA

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$  
75,000.01

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/12/10

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

19138

AMOUNT

\$350

APPLYING IFP

JUDGE

MAG. JUDGE

TS 10-15-10

ORIGINAL

CR

Court Name: USDC California Southern  
Division: 3  
Receipt Number: CAS019138  
Cashier ID: mbain  
Transaction Date: 10/15/2010  
Payer Name: HYDE AND SWIGART

-----  
CIVIL FILING FEE  
For: OLAZABA V MIDLAND FUNDING  
Case/Party: D-CAS-3-10-CV-002155-001  
Amount: \$350.00

-----  
CHECK  
Check/Money Order Num: 4142  
Amt Tendered: \$350.00

-----  
Total Due: \$350.00  
Total Tendered: \$350.00  
Change Amt: \$0.00

There will be a fee of \$45.00  
charged for any returned check.